

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

P&O SCOTTISH FERRIES SHIP MANAGEMENT LIMITED (the "Company")
(Registered in Scotland under company number SC010350)

Circulation Date: 10 August 2015

In accordance with Chapter 2 of Part 13 of the Companies Act 2006, the Directors of the Company propose the following written resolutions which are proposed as special resolutions.

SPECIAL RESOLUTIONS:

- (1) THAT the current provisions of the Company's memorandum of association (which, pursuant to the Companies Act 2006, are treated as being part of the Company's articles of association) be deleted.
- (2) THAT the draft articles of association attached to this resolution be approved and adopted as the articles of association of the Company in substitution for, and to the exclusion of, the existing articles of association.

Agreement to written resolution

Please read the notes at the end of this document before signifying your agreement to the written resolutions

The undersigned, being the sole eligible member of the Company entitled on the date set out above to vote on the written resolutions, irrevocably agrees to the written resolutions set out above.

Duly authorised for

P&O SCOTTISH FERRIES LIMITED

Date of agreement to resolution: 10 August 2015

WEDNESDAY



LD4

L4DMGON6
12/08/2015
COMPANIES HOUSE

#25

ACCOMPANYING STATEMENT TO PROPOSED WRITTEN RESOLUTION

The directors of P&O Scottish Ferries Ship Management Limited (the "**Company**") have proposed that the attached written resolutions be passed as special resolutions of the Company's members pursuant to section 288 of the Companies Act 2006.

How to agree to this resolution

Members should signify their agreement to the proposed written resolutions by signing and dating the attached resolution and returning it to the Company using one of the following methods:

- (a) By hand: by delivering it to Group Company Secretariat, DP World London Corporate Office, 16 Palace St, London SW1E 5JQ;
- (b) By post: by posting it to Group Company Secretariat, DP World London Corporate Office, 16 Palace St, London SW1E 5JQ; or
- (c) By e-mail: Either attach a scanned copy of the signed and dated document to an e-mail and send it to compliance.EUR@dpworld.com or (b) send an email to the Company at compliance.EUR@dpworld.com identifying the resolutions to which it relates and confirming your agreement to the resolutions. This email must also state your name and the shares in respect of which you are voting. In either case, please enter "Written Resolution dated 10 August 2015" in the subject box of the e mail.

What is the deadline for confirming agreement?

The attached written resolutions must be passed within 28 days of the Circulation Date and, if you agree to the resolutions, you must ensure that your agreement reaches us before or on that date by complying with the steps set out above. If not passed by that date the written resolutions will lapse and the agreement of any member signified on or after that date will be ineffective. If you do not agree to the resolutions, you do not need to do anything. Once you have given your agreement in accordance with the steps set out above, you may not revoke such agreement.

Joint Holders

In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company. Seniority is determined by the order in which the names of the joint holders appear in the register of members.

Powers of Attorney

If you are signing this document on behalf of a person under a power of attorney or other authority you must send a copy of the relevant power of attorney or authority when returning this document.

The Companies Act 2006

Private Company Limited by Shares

ARTICLES OF ASSOCIATION

of

P&O SCOTTISH FERRIES SHIP MANAGEMENT LTD

(adopted by Special Resolution passed on 10 AUGUST 2015)

The Companies Act 2006

Private Company Limited by Shares

Articles of Association

of

P&O SCOTTISH FERRIES SHIP MANAGEMENT LTD

(the "Company")

Preliminary

1 Default Articles not to apply

Neither the regulations in The Companies (Model Articles) Regulations 2008 nor any other articles or regulations prescribing the form of articles applicable to the Company under any former enactment relating to companies shall apply to the Company.

Part 1

Interpretation and Limitation of Liability

2 Defined terms

2.1 In the Articles, unless the context requires otherwise:

"Alternate" or **"Alternate Director"** has the meaning given in Article 30;

"appointor" has the meaning given in Article 30;

"Articles" means the Company's articles of association;

"Associated Company" has the same meaning as in Section 256 of the Companies Act 2006;

"bankruptcy" includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;

"Chairman" has the meaning given in Article 15;

"Chairman of the Meeting" has the meaning given in Article 51;

"Companies Acts" means the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Company;

"Director" means a director of the Company, and includes any person occupying the position of director, by whatever name called;

"document" includes, unless otherwise specified, any document sent or supplied in electronic form;

"electronic form" has the meaning given in Section 1168 of the Companies Act 2006;

"fully paid" in relation to a share, means that the nominal value and any premium to be paid to the Company in respect of that share have been paid to the Company;

"hard copy form" has the meaning given in Section 1168 of the Companies Act 2006;

"holder" in relation to shares means the person whose name is entered in the register of members as the holder of the shares;

"Holding Company" means P&O Scottish Ferries Limited or any company which holds a majority of the voting rights in the Company from time to time;

"Ordinary Shares" means ordinary shares in the capital of the Company with a nominal value of £1 each;

"ordinary resolution" has the meaning given in Section 282 of the Companies Act 2006;

"paid" means paid or credited as paid;

"participate", in relation to a Directors' meeting, has the meaning given in Article 13;

"payee" has the meaning given in Article 43;

"proxy notice" has the meaning given in Article 57;

"Relevant Company" has the meaning given in Article 21.5;

"Relevant Officer" means any Director or former Director or other officer of the Company (other than an auditor) or any director or former director or other officer (other than an auditor) of an Associated Company of the Company;

"shareholder" means a person who is the holder of a share;

"shares" means the Ordinary Shares in the Company;

"special resolution" has the meaning given in Section 283 of the Companies Act 2006;

"subsidiary" has the meaning given in Section 1159 of the Companies Act 2006;

"transmittee" means a person entitled to a share by reason of the death or bankruptcy of a shareholder or otherwise by operation of law; and

"writing" means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

2.2 Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Companies Act 2006 as in force on the date when these Articles become binding on the Company.

2.3 Except in relation to the number of shareholders constituting a quorum in Article 50, the provisions of these Articles relating to general meetings and to the proceedings at such meetings shall apply to separate meetings of a class of shareholders.

3 Liability of shareholders

The liability of the shareholders is limited to the amount, if any, unpaid on the shares held by them.

Part 2 Directors

Directors' Powers and Responsibilities

4 Number of Directors

Unless and until otherwise determined by the Company there shall be no maximum number of Directors and the minimum number of Directors shall be one. Whenever there shall be only one Director of the Company such Director may act alone in exercising all the powers, discretions and authorities vested in the Directors.

5 Directors' general authority

Subject to the Articles, the Directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

6 Holding Company Powers

6.1 For so long as the Holding Company shall be the holder of not less than 50 per cent. of the Ordinary Shares, the following provisions shall apply and to the extent of any inconsistency shall have overriding effect as against all other provisions of these Articles:

- (a) the Holding Company may at any time and from time to time, by notice to the Company, appoint any person to be a Director to fill a vacancy or to be an additional Director and/or may terminate any Director's appointment; and
- (b) any or all powers of the Directors shall be restricted in such respects and to such extent as the Holding Company may by written notice to the Company from time to time prescribe.

Any such appointment, removal, consent or notice shall be effected by an instrument in writing signed on behalf of the Holding Company by any two of its directors or by any one of its directors and either its secretary or some other person duly authorised for the purpose and shall take effect upon receipt (including by facsimile) at the registered office of the Company.

6.2 No person dealing with the Company shall be concerned to see or enquire as to whether the powers of the Directors have been in any way restricted or as to whether any requisite consent of the Holding Company has been obtained and no obligation incurred or security given or transaction effected by the Company to or with any third party shall be invalid or ineffectual unless the third party had at the time express written notice that the incurring of such obligation or the giving of such security or the effecting of such transaction was in excess of the powers of Directors.

7 Shareholders' reserve power

7.1 The shareholders may, by special resolution, direct the Directors to take, or refrain from taking, specified action.

7.2 No such special resolution invalidates anything which the Directors have done before the passing of the resolution.

8 Directors may delegate

- 8.1** Subject to the Articles, the Directors may delegate any of the powers which are conferred on them under the Articles:
- 8.1.1** to such person (who need not be a Director) or committee (comprising any number of persons, who need not be Directors);
 - 8.1.2** by such means (including by power of attorney);
 - 8.1.3** to such an extent;
 - 8.1.4** in relation to such matters or territories; and
 - 8.1.5** on such terms and conditions,
as they think fit.
- 8.2** If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated.
- 8.3** Any reference in these Articles to the exercise of a power or discretion by the Directors shall include a reference to the exercise of a power or discretion by any person or committee to whom it has been delegated.
- 8.4** The Directors may revoke any delegation in whole or part, or alter its terms and conditions.

9 Committees

The Directors may make regulations in relation to the procedures of committees or sub-committees to whom their powers or discretions have been delegated or sub-delegated. Subject to any such regulations, the meetings and procedures of any committee or sub-committee shall be governed by the provisions of these Articles regulating the meetings and procedures of Directors.

Decision-Making by Directors

10 Directors to take decisions collectively

- 10.1** The general rule about decision-making by Directors is that any decision of the Directors must be either a majority decision at a meeting or a decision taken by Directors' written resolution in accordance with Article 11.
- 10.2** If the Company only has one Director, the general rule does not apply, and the Director may take decisions without regard to any of the provisions of these Articles relating to decision-making by Directors or Directors' interests.

11 Directors' written resolutions

- 11.1** Any Director may propose a written resolution by giving written notice to the other Directors.
- 11.2** A Directors' written resolution is adopted when all the Directors who would have been entitled to vote on such resolution if it had been proposed at a meeting of the Directors have:
- 11.2.1** signed one or more copies of it; or

11.2.2 otherwise indicated their agreement to it in writing.

- 11.3 A Directors' written resolution is not adopted if the number of Directors who have signed it is less than the quorum for Directors' meetings.

12 Calling a Directors' meeting

- 12.1 Any Director may call a Directors' meeting by giving notice of the meeting to the other Directors.

- 12.2 Notice of any Directors' meeting must indicate:

12.2.1 its proposed date and time;

12.2.2 where it is to take place; and

12.2.3 if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

- 12.3 Notice of a Directors' meeting must be given to each Director, but need not be in writing.

- 12.4 Notice of a Directors' meeting need not be given to Directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company before or after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

13 Participation in Directors' meetings

- 13.1 Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when:

13.1.1 the meeting has been called and takes place in accordance with the Articles; and

13.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

- 13.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.

- 13.3 If all the Directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

14 Quorum for Directors' meetings

- 14.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

- 14.2 The quorum for Directors' meetings may be fixed from time to time by a decision of the Directors, but it must never be less than two, and unless otherwise fixed it is two.

- 14.3 If the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision other than a decision:

14.3.1 to appoint further Directors; or

14.3.2 to call a general meeting so as to enable the shareholders to appoint further Directors.

15 Chairing of Directors' meetings

15.1 The Directors may appoint a Director to chair their meetings.

15.2 The person so appointed for the time being is known as the Chairman.

15.3 The Directors may terminate the Chairman's appointment at any time.

15.4 If the Chairman is not participating in a Directors' meeting within ten minutes of the time at which it was to start, the participating Directors may appoint one of their number to chair it.

16 Validity of proceedings

All acts done by any meeting of Directors, or by any committee or sub-committee of the Directors, or by any person acting as a member of any such committee or sub-committee, shall as regards all persons dealing in good faith with the Company be valid, notwithstanding that there was some defect in the appointment of any Director or any such persons, or that any such persons were disqualified or had vacated office, or were not entitled to vote.

17 Record of decisions to be kept

The Directors must ensure that the Company keeps a record, in writing, of every majority decision taken by the Directors and of every Directors' written resolution for at least 10 years from the date of the decision or resolution.

18 Directors' discretion to make further rules

Subject to the Articles, the Directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to Directors.

19 Change of name

The Company may change its name by a decision of the Directors.

Directors' Interests

20 Authorisation of Directors' interests

20.1 For the purposes of Section 175 of the Companies Act 2006, the Directors shall have the power to authorise any matter which would or might otherwise constitute or give rise to a breach of the duty of a Director to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company.

20.2 Authorisation of a matter under this Article 20 shall be effective only if:

20.2.1 the matter in question shall have been proposed for consideration at a meeting of the Directors, in accordance with the usual procedures for such meetings or in such other manner as the Directors may resolve;

20.2.2 any requirement as to the quorum at the meeting of the Directors at which the matter is considered is met without counting the Director in question and any other interested Director (together the "**Interested Directors**"); and

20.2.3 the matter was agreed to without the Interested Directors voting or would have been agreed to if the votes of the Interested Directors had not been counted.

20.3 Any authorisation of a matter under this Article may:

20.3.1 extend to any actual or potential conflict of interest which may arise out of the matter so authorised;

20.3.2 be subject to such conditions or limitations as the Directors may resolve, whether at the time such authorisation is given or subsequently; and

20.3.3 be terminated by the Directors at any time;

and a Director shall comply with any obligations imposed on him by the Directors pursuant to any such authorisation.

20.4 A Director shall not, save as otherwise agreed by him, be accountable to the Company for any benefit which he (or a person connected with him) derives from any matter authorised by the Directors under this Article 20 and any contract, transaction or arrangement relating to such a matter shall not be liable to be avoided on the grounds of any such benefit.

21 Permitted Interests

21.1 Subject to compliance with Article 21.2, a Director, notwithstanding his office, may have an interest of the following kind:

21.1.1 where a Director (or a person connected with him) is a director or other officer of, or employed by, or otherwise interested (including by the holding of shares) in any Relevant Company;

21.1.2 where a Director (or a person connected with him) is a party to, or otherwise interested in, any contract, transaction or arrangement with a Relevant Company, or in which the Company is otherwise interested;

21.1.3 where a Director has an interest which cannot reasonably be regarded as likely to give rise to a conflict of interest;

21.1.4 where a Director has an interest, or a transaction or arrangement gives rise to an interest, of which the Director is not aware; or

21.1.5 where a Director has any other interest authorised by ordinary resolution.

No authorisation under Article 20 shall be necessary in respect of any such interest.

21.2 A Director shall declare the nature and extent of any interest permitted under Article 21.1 and not falling with Article 21.3, at a meeting of the Directors or in such other manner as the Directors may resolve.

21.3 No declaration of an interest shall be required by a Director in relation to an interest:

21.3.1 falling within Article 21.1.1, 21.1.3 or 21.1.4;

21.3.2 if, or to the extent that, the other Directors are already aware of such interest (and for this purpose the other Directors are treated as aware of anything of which they ought reasonably to be aware); or

21.3.3 if, or to the extent that, it concerns the terms of his service contract (as defined in Section 227 of the Companies Act 2006) that have been or are to be considered by a meeting of the Directors, or by a committee of Directors appointed for the purpose under these Articles.

21.4 A Director shall not, save as otherwise agreed by him, be accountable to the Company for any benefit which he (or a person connected with him) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any Relevant Company or for such remuneration, each as referred to in Article 21.1, and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit.

21.5 For the purposes of this Article 21, "**Relevant Company**" shall mean:

21.5.1 the Company;

21.5.2 a subsidiary of the Company;

21.5.3 any holding company of the Company or a subsidiary of any such holding company;

21.5.4 any body corporate promoted by the Company; or

21.5.5 any body corporate in which the Company is otherwise interested.

22 Quorum and voting

22.1 A Director shall not be entitled to vote on any resolution in respect of any contract, transaction or arrangement, or any other proposal, in which he (or a person connected with him) has an interest, unless the interest is solely of a kind permitted by Article 21.1.

22.2 A Director shall not be counted in the quorum at a meeting of the Directors in relation to any resolution on which he is not entitled to vote.

23 Confidential information

23.1 Subject to Article 23.2, if a Director, otherwise than by virtue of his position as Director, receives information in respect of which he owes a duty of confidentiality to a person other than the Company, he shall not be required:

23.1.1 to disclose such information to the Company or to the Directors, or to any Director, officer or employee of the Company; or

23.1.2 otherwise use or apply such confidential information for the purpose of or in connection with the performance of his duties as a Director.

23.2 Where such duty of confidentiality arises out of a situation in which the Director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company, Article 23.1 shall apply only if the conflict arises out of a matter which has been authorised under Article 20 or falls within Article 21.

23.3 This Article 23 is without prejudice to any equitable principle or rule of law which may excuse or release the Director from disclosing information, in circumstances where disclosure may otherwise be required under this Article 23.

24 Directors' interests - general

24.1 For the purposes of Articles 20 to 24:

24.1.1 a person is connected with a Director if that person is connected for the purposes of Section 252 of the Companies Act 2006; and

24.1.2 an interest (whether of the Director or of such a connected person) of which a Director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.

24.2 Where a Director has an interest which can reasonably be regarded as likely to give rise to a conflict of interest, the Director may, and shall if so requested by the Directors, take such additional steps as may be necessary or desirable for the purpose of managing such conflict of interest, including compliance with any procedures laid down from time to time by the Directors for the purpose of managing conflicts of interest generally and/or any specific procedures approved by the Directors for the purpose of or in connection with the situation or matter in question, including without limitation:

24.2.1 absenting himself from any meetings of the Directors at which the relevant situation or matter falls to be considered; and

24.2.2 not reviewing documents or information made available to the Directors generally in relation to such situation or matter and/or arranging for such documents or information to be reviewed by a professional adviser to ascertain the extent to which it might be appropriate for him to have access to such documents or information.

24.3 The Company may by ordinary resolution ratify any contract, transaction or arrangement, or other proposal, not properly authorised by reason of a contravention of any provisions of Articles 20 to 24.

Appointment of Directors

25 Methods of appointing Directors

25.1 Any person who is willing to act as a Director, and is permitted by law to do so, may be appointed to be a Director:

25.1.1 by ordinary resolution;

25.1.2 by a decision of the Directors; or

25.1.3 by a notice given in accordance with Article 6.1.

26 Termination of Director's appointment

26.1 A person ceases to be a Director as soon as:

26.1.1 that person ceases to be a Director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law;

26.1.2 a bankruptcy order is made against that person;

26.1.3 a composition is made with that person's creditors generally in satisfaction of that person's debts;

26.1.4 a registered medical practitioner who is treating that person gives a written opinion to the company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;

- 26.1.5** notification is received by the Company from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms;
- 26.1.6** that person is absent from meetings of Directors for six months without permission and the Directors have resolved that that person should cease to be a Director;
- 26.1.7** notice of the Director's removal is given in accordance with Article 6.1; or
- 26.1.8** notice of termination is served or deemed served upon the Director and that notice is given by all the other Directors for the time being.
- 26.2** If a Director holds an appointment to an executive office which automatically terminates on termination of his office as a Director, his removal from office pursuant to this Article 26 shall be deemed an act of the Company and shall have effect without prejudice to any claim for damages for breach of any contract of service between him and the Company.
- 27 Directors' remuneration**
- 27.1** Directors may undertake any services for the Company that the Directors decide.
- 27.2** Directors are entitled to such remuneration as the Company may by ordinary resolution determine:
- 27.2.1** for their services to the Company as Directors; and
- 27.2.2** for any other service which they undertake for the Company.
- 27.3** Subject to the Articles, a Director's remuneration may:
- 27.3.1** take any form; and
- 27.3.2** include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that Director.
- 27.4** Unless the Company by ordinary resolution decides otherwise, Directors' remuneration accrues from day to day.
- 28 Directors' expenses**
- 28.1** The Company may pay any reasonable expenses which the Directors properly incur in connection with their attendance at:
- 28.1.1** meetings of Directors or committees of Directors;
- 28.1.2** general meetings; or
- 28.1.3** separate meetings of the holders of any class of shares or of debentures of the Company,
- or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.
- 29 Appointment of executive Directors**
- 29.1** The Directors may from time to time appoint one or more of their number to be the holder of any executive office (including, where considered appropriate, the office of Chairman)

on such terms and for such period as they may (subject to the Companies Acts) resolve and, without prejudice to the terms of any contract entered into in any particular case, may at any time revoke or vary the terms of any such appointment.

- 29.2 The appointment of any Director to the office of Chairman or Managing Director shall automatically terminate if he ceases to be a Director but without prejudice to any claim for damages for breach of any contract of service between him and the Company.
- 29.3 The appointment of any Director to any other executive office shall not automatically terminate if he ceases to be a Director for any reason, unless the contract or resolution under which he holds office shall expressly state otherwise, in which event such termination shall be without prejudice to any claim for damages for breach of any contract of service between him and the Company.

Alternate Directors

30 Alternate Directors

- 30.1 Any Director (the "appointor") may at any time appoint any person (including another Director) to be his alternate (the "Alternate" or the "Alternate Director") and may at any time terminate such appointment.
- 30.2 The appointment or termination of appointment of an Alternate Director must be made by notice in writing to the Company, signed by the appointor or in any other manner approved by the Directors.
- 30.3 The notice must identify the proposed Alternate and, in the case of an appointment, contain a statement signed by the proposed Alternate stating that the proposed Alternate is willing to act as the Alternate of the Director giving the notice.
- 30.4 The appointment of an Alternate Director shall terminate:
 - 30.4.1 when the appointor revokes the appointment by notice to the Company specifying when it is to terminate;
 - 30.4.2 on the occurrence in relation to the Alternate of any event which if it happened to the Alternate's appointor, would result in the termination of the appointor's appointment as a Director;
 - 30.4.3 on the death of the Alternate's appointor; or
 - 30.4.4 if his appointor ceases to be a Director.
- 30.5 An Alternate Director shall be entitled to receive notices of meetings of the Directors and of any committee of the Directors of which his appointor is a member and shall be entitled to attend and vote as a Director at any such meeting and be counted in the quorum at any such meeting at which his appointor is not personally present and generally at such meetings to perform all functions of his appointor as a Director. For the purposes of the proceedings at such meetings, the provisions of these Articles shall apply as if the Alternate Director (instead of his appointor) were a Director.
- 30.6 If an Alternate is himself a Director or shall attend any such meeting as an Alternate for more than one Director, his voting rights shall be cumulative but he shall not be counted more than once for the purposes of the quorum.

- 30.7** If his appointor is for the time being temporarily unable to act through ill health or disability an Alternate's signature to any resolution in writing of the Directors shall be as effective as the signature of his appointor.
- 30.8** This Article 30 shall also apply (with such changes as are necessary) to such extent as the Directors may from time to time resolve to any meeting of any committee of the Directors of which the appointor of an Alternate Director is a member.
- 30.9** An Alternate Director shall not (except as otherwise provided in this Article 30) have power to act as a Director, nor shall he be deemed to be a Director for the purposes of these Articles, nor shall he be deemed to be the agent of his appointor.
- 30.10** An Alternate Director shall be entitled to contract and be interested in and benefit from contracts or arrangements or transactions and to be repaid expenses and to be indemnified to the same extent as if he were a Director.
- 30.11** An Alternate shall not be entitled to receive remuneration from the Company in respect of his appointment as Alternate Director except to the extent his appointor directs the Company to pay to the Alternate some of the remuneration otherwise payable to that Director.

Part 3

Shares and Distributions

Shares

31 All shares to be fully paid up

- 31.1** No share is to be issued for less than the aggregate of its nominal value and any premium to be paid to the Company in consideration for its issue.
- 31.2** This does not apply to shares taken on the formation of the Company by the subscriber to the Company's memorandum.

32 Pre-emption rights

The Directors may allot equity securities as if Section 561 of the Companies Act 2006 (Existing shareholders' rights of pre-emption) did not apply to the allotment.

33 Class of shares

- 33.1** The share capital of the Company comprises Ordinary Shares.
- 33.2** Subject to the Articles, but without prejudice to the rights attached to the Ordinary Shares, the Company may issue shares with such rights or restrictions as may be determined by ordinary resolution.
- 33.3** The Company may issue shares which are to be redeemed, or are liable to be redeemed at the option of the Company or the holder, and the Directors may determine the terms, conditions and manner of redemption of any such shares.

34 Company not bound by less than absolute interests

Except as required by law, no person is to be recognised by the Company as holding any share upon any trust, and except as otherwise required by law or the Articles, the Company is

not in any way to be bound by or recognise any interest in a share other than the holder's absolute ownership of it and all the rights attaching to it.

35 Share certificates

35.1 The Company must issue each shareholder, free of charge, with one or more certificates in respect of the shares which that shareholder holds.

35.2 Every certificate must specify:

35.2.1 the number and class of shares to which it relates;

35.2.2 the nominal value of those shares;

35.2.3 that the shares are fully paid; and

35.2.4 any distinguishing numbers assigned to them.

35.3 No certificate may be issued in respect of shares of more than one class.

35.4 If more than one person holds a share, only one certificate may be issued in respect of it.

35.5 Certificates must:

35.5.1 have affixed to them the Company's common seal; or

35.5.2 be otherwise executed in accordance with the Companies Acts.

36 Replacement share certificates

36.1 A shareholder who has separate certificates in respect of shares of one class may request in writing that it be replaced with a consolidated certificate. The Company may comply with such request at its discretion.

36.2 A shareholder who has a consolidated share certificate may request in writing that it be replaced with two or more separate certificates representing the shares in such proportions as he may specify. The Company may comply with such request at its discretion.

36.3 If a share certificate is damaged or defaced or alleged to have been lost, stolen or destroyed, the member shall be issued a new certificate representing the same shares upon request.

36.4 No new certificate will be issued pursuant to this Article 36 unless the relevant shareholder has:

36.4.1 first delivered the old certificate or certificates to the Company for cancellation; or

36.4.2 complied with such conditions as to evidence and indemnity as the Directors may think fit; and

36.4.3 paid such reasonable fee as the Directors may decide.

36.5 In the case of shares held jointly by several persons, any request pursuant to this Article 36 may be made by any one of the joint holders.

37 Purchase of Own Shares

Subject to the Companies Act 2006 but without prejudice to any other provision of these Articles, the Company may purchase its own shares with cash up to any amount in a financial year not exceeding the lower of:

- 37.1** £15,000; and
- 37.2** the value of 5% of the Company's share capital.

38 Share transfers

- 38.1** Shares may be transferred by means of an instrument of transfer executed by or on behalf of the transferor. Such instrument of transfer must be in hard copy form but may otherwise be in any usual form or any other form approved by the Directors.
- 38.2** No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share.
- 38.3** The Company may retain any instrument of transfer which is registered.
- 38.4** The transferor remains the holder of the shares concerned until the transferee's name is entered in the register of members in respect of those shares.
- 38.5** The Directors may refuse to register the transfer of a share, and if they do so, the instrument of transfer must be returned to the transferee with the notice of the refusal unless they suspect that the proposed transfer may be fraudulent.

39 Transmission of shares

- 39.1** If title to a share passes to a transmittee, the Company may only recognise the transmittee as having any title to that share.
- 39.2** A transmittee who produces such evidence of entitlement to shares as the Directors may reasonably require:
 - 39.2.1** may, subject to the Articles, choose either to become the holder of those shares or to have them transferred to another person, and
 - 39.2.2** subject to the Articles, and pending any transfer of the shares to another person, has the same rights as the holder had.
- 39.3** A transmittee does not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of shares to which it is entitled, by reason of the holder's death or bankruptcy or otherwise, unless it becomes the holder of those shares.

40 Exercise of transmittees' rights

- 40.1** A transmittee who wishes to become the holder of shares to which it has become entitled must notify the Company in writing of that wish.
- 40.2** If the transmittee wishes to have a share transferred to another person, the transmittee must execute an instrument of transfer in hard copy form in respect of it.
- 40.3** Any transfer made or executed under this Article 40 is to be treated as if it were made or executed by the person from whom the transmittee has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred.

41 Transmittees bound by prior notices

If a notice is given to a shareholder in respect of shares and a transmittee is entitled to those shares, the transmittee is bound by the notice if it was given to the shareholder before the transmittee's name has been entered in the register of members.

Dividends and Other Distributions

42 Procedure for declaring dividends

42.1 The Company may by ordinary resolution declare dividends, and the Directors may decide to pay interim dividends.

42.2 A dividend must not be declared unless the Directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the Directors.

42.3 No dividend may be declared or paid unless it is in accordance with shareholders' respective rights.

42.4 Unless the shareholders' resolution to declare or Directors' decision to pay a dividend, or the rights attached to any shares, specify otherwise, it must be paid by reference to each shareholder's holding of shares on the date of the resolution or decision to declare or pay it.

42.5 If the Directors act in good faith, they do not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of a fixed or interim dividend on shares with deferred or non-preferred rights.

43 Payment of dividends and other distributions

43.1 Profits available for distribution within the meaning of the Companies Acts shall be apportioned amongst the holders of Ordinary Shares in proportion to the numbers of such shares held by them respectively.

43.2 Where a dividend or other sum which is a distribution is payable in respect of a share, it must be paid by one or more of the following means:

43.2.1 transfer to a bank or building society account specified by the payee either in writing or as the Directors may otherwise decide;

43.2.2 sending a cheque made payable to the payee by post to the payee at the payee's registered address (if the payee is a holder of the share), or (in any other case) to an address specified by the payee either in writing or as the Directors may otherwise decide;

43.2.3 sending a cheque made payable to such person by post to such person at such address as the payee has specified either in writing or as the Directors may otherwise decide; or

43.2.4 any other means of payment or credit as the Directors agree with the payee either in writing or by such other means as the Directors decide.

43.3 Subject to the provisions of these Articles and to the rights attaching to any shares, any dividend or other sum payable on or in respect of a share may be paid in such currency as the Directors may resolve, using such exchange rate for currency conversions as the Directors may select.

43.4 In the Articles, the "**payee**" means, in respect of a share in respect of which a dividend or other sum is payable:

43.4.1 the holder of the share; or

43.4.2 if the share has two or more joint holders, whichever of them is named first in the register of members; or

43.4.3 if the holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee; or

43.4.4 such other person or persons as the holder (or, in the case of joint holders, all of them) may direct.

44 No interest on distributions

44.1 The Company may not pay interest on any dividend or other sum payable in respect of a share unless otherwise provided by:

44.1.1 the rights attached to the share ; or

44.1.2 the provisions of another agreement between the holder of that share and the Company.

45 Unclaimed distributions

45.1 All dividends or other sums which are:

45.1.1 payable in respect of shares; and

45.1.2 unclaimed after having been declared or become payable,

may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed.

45.2 The payment of any such dividend or other sum into a separate account does not make the Company a trustee in respect of it.

45.3 If:

45.3.1 twelve years have passed from the date on which a dividend or other sum became due for payment; and

45.3.2 the payee has not claimed it,

the payee is no longer entitled to that dividend or other sum and it ceases to remain owing by the Company.

46 Non-cash distributions

46.1 Subject to rights attached to the share in question, the Company may, by ordinary resolution on the recommendation of the Directors, direct the payment of a dividend in whole or in part by the transfer of non-cash assets of equivalent value (including, without limitation, shares or other securities in any Company) and the Directors shall give effect to such resolution.

46.2 For the purposes of paying a non-cash distribution, the Directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution:

- 46.2.1 fixing the value of any assets;
- 46.2.2 paying cash to any payee on the basis of that value in order to adjust the rights of recipients; and
- 46.2.3 vesting any assets in trustees.

47 Waiver of distributions

- 47.1 Payees may waive their entitlement to a dividend or other distribution payable in respect of a share in whole or in part by giving the Company notice in writing to that effect, but if:

- 47.1.1 the share has more than one holder; or
- 47.1.2 more than one person is entitled to the share, whether by reason of the death or bankruptcy of one or more joint holders, or otherwise,

the notice is not effective unless it is expressed to be given, and signed, by all the holders or persons otherwise entitled to the share.

Capitalisation of Profits

48 Authority to capitalise and appropriation of capitalised sums

- 48.1 Subject to the Articles, the Directors may, if they are so authorised by an ordinary resolution:

- 48.1.1 capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the Company's share premium account, capital redemption reserve or other undistributable reserve; and
- 48.1.2 appropriate any sum which they so decide to capitalise (a "**capitalised sum**") to the persons who would have been entitled to it if it were distributed by way of dividend (the "**persons entitled**") and in the same proportions.

- 48.2 Capitalised sums must be applied:

- 48.2.1 on behalf of the persons entitled; and
- 48.2.2 in the same proportions as a dividend would have been distributed to them.

- 48.3 Any capitalised sum may be applied in paying up new shares of a nominal amount equal to the capitalised sum which are then allotted credited as fully paid to the persons entitled or as they may direct.

- 48.4 A capitalised sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the Company which are then allotted credited as fully paid to the persons entitled or as they may direct.

- 48.5 Subject to the Articles the Directors may:

- 48.5.1 apply capitalised sums in accordance with Articles 48.3 and 48.4 partly in one way and partly in another;
- 48.5.2 make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this Article 48 (including to disregard fractional entitlements or for the benefit of them to accrue to the Company); and

- 48.5.3** authorise any person to enter into an agreement with the Company on behalf of all the persons entitled which is binding on them in respect of the allotment of shares and debentures to them under this Article 48.

Part 4

Decision-Making by Shareholders

Organisation of General Meetings

49 Attendance and speaking at general meetings

- 49.1** A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- 49.2** A person is able to exercise the right to vote at a general meeting when:
- 49.2.1** that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
- 49.2.2** that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- 49.3** The Directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- 49.4** In determining attendance at a general meeting, it is immaterial whether any two or more shareholders attending it are in the same place as each other.
- 49.5** Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

50 Quorum for general meetings

- 50.1** No business other than the appointment of the Chairman of the Meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.
- 50.2** Where the company has only one shareholder for the time being, one qualifying person (as defined in Section 318 of the Act) present at the meeting shall be a quorum. In any other case, the quorum shall be:
- 50.2.1** a controlling shareholder present in person, by proxy or by authorised representative; or
- 50.2.2** if the company does not have a controlling shareholder for the time being, any two shareholders present in person, by proxy or by authorised representative.

51 Chairing general meetings

- 51.1** If the Directors have appointed a Chairman, the Chairman shall chair general meetings if present and willing to do so.
- 51.2** If the Directors have not appointed a Chairman, or if the Chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:

51.2.1 the Directors present; or

51.2.2 (if no Directors are present), the meeting,

must appoint a Director or shareholder to chair the meeting, and such appointment must be the first business of the meeting.

51.3 The person chairing a meeting in accordance with this Article 51 is referred to as the **"Chairman of the Meeting"**.

52 Attendance and speaking by Directors and non-shareholders

52.1 Directors may attend and speak at general meetings, whether or not they are shareholders.

52.2 The Chairman of the Meeting may permit other persons who are not:

52.2.1 shareholders of the Company; or

52.2.2 otherwise entitled to exercise the rights of shareholders in relation to general meetings, to attend and speak at a general meeting.

53 Adjournment

53.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the Chairman of the Meeting must adjourn it.

53.2 The Chairman of the Meeting may adjourn a general meeting at which a quorum is present if:

53.2.1 the meeting consents to an adjournment; or

53.2.2 the Chairman of the Meeting considers that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

53.3 The Chairman of the Meeting must adjourn a general meeting if directed to do so by the meeting.

53.4 When adjourning a general meeting, the Chairman of the Meeting must specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Directors.

53.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):

53.5.1 to the same persons to whom notice of the Company's general meetings is required to be given; and

53.5.2 containing the same information which such notice is required to contain.

53.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

Voting at General Meetings

54 Voting: general

A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Articles.

55 Errors and disputes

55.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.

55.2 Any such objection must be referred to the Chairman of the Meeting, whose decision is final.

56 Poll votes

56.1 A poll on a resolution may be demanded:

56.1.1 in advance of the general meeting where it is to be put to the vote; or

56.1.2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

56.2 A poll may be demanded by:

56.2.1 the Chairman of the Meeting;

56.2.2 the Directors;

56.2.3 two or more persons having the right to vote on the resolution; or

56.2.4 a person or persons representing not less than 10% of the total voting rights of all the shareholders having the right to vote on the resolution.

56.3 A demand for a poll may be withdrawn if:

56.3.1 the poll has not yet been taken; and

56.3.2 the Chairman of the Meeting consents to the withdrawal.

A demand so withdrawn shall not invalidate the result of a show of hands declared before that demand was made.

56.4 Polls must be taken immediately and in such manner as the Chairman of the Meeting directs.

57 Content of proxy notices

57.1 Proxies may only validly be appointed by a notice in writing (a "proxy notice") which:

57.1.1 states the name and address of the shareholder appointing the proxy;

57.1.2 identifies the person appointed to be that shareholder's proxy and the general meeting in relation to which that person is appointed;

57.1.3 is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the Directors may determine; and

57.1.4 is delivered to the company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate.

and a proxy notice which is not delivered in such manner shall be invalid unless the directors, in their discretion, accept the notice at any time before the meeting.

57.2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

57.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.

58 Delivery of proxy notices

58.1 Proxy notices in hard copy form must be received at such place and by such deadline specified in the notice convening the meeting. If no place is specified, then the proxy notice must be received at the registered office of the Company for the time being. If no deadline is specified, proxy notices must be received, before the start of the meeting or adjourned meeting or, if a poll is taken otherwise than at or on the same day as the meeting or adjourned meeting, at the time for the taking of the poll at which it is to be used.

58.2 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person.

58.3 An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.

58.4 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

58.5 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

58.6 Any vote cast or poll demanded by a proxy shall not be invalidated by the previous death or insanity of the shareholder or by the revocation or termination of the appointment of the proxy or of the authority under which the appointment was made unless notice of such death, insanity, revocation or termination was received in writing at the place specified in the notice of meeting for the receipt of proxy notices (or, if no place is specified, the registered office for the time being) before the start of the meeting or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for the taking of the poll.

59 Amendments to resolutions

59.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:

- 59.1.1** notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the Chairman of the Meeting may determine); and
 - 59.1.2** the proposed amendment does not, in the reasonable opinion of the Chairman of the Meeting, materially alter the scope of the resolution.
- 59.2** A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
 - 59.2.1** the Chairman of the Meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
 - 59.2.2** the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 59.3** If the Chairman of the Meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the Chairman of the Meeting's error does not invalidate the vote on that resolution.

Part 5

Administrative Arrangements

60 Means of communication to be used

- 60.1** Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company.
- 60.2** Any notice, document or information (including a share certificate) which is sent or supplied by the Company in hard copy form, or in electronic form but to be delivered other than by electronic means, which is:
 - 60.2.1** sent by hand and properly addressed shall be deemed to have been received by the intended recipient on the day of delivery;
 - 60.2.2** sent by pre-paid post and properly addressed shall be deemed to have been received by the intended recipient at the expiration of 24 hours (or, where first class mail is not employed, 48 hours) after the time it was posted,and in proving such receipt it shall be sufficient to show that such notice, document or information was properly addressed and, in the case of post, pre-paid and posted.
- 60.3** Any notice, document or information which is sent or supplied by the Company by electronic means shall be deemed to have been received by the intended recipient 24 hours after it was transmitted, and in proving such receipt it shall be sufficient to show that such notice, document or information was properly addressed.
- 60.4** The accidental failure to send, or the non-receipt by any person entitled to, any notice of or other document or information relating to any meeting or other proceeding shall not invalidate the relevant meeting or proceeding.
- 60.5** Subject to the Articles, any notice or document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the

means by which that Director has asked to be sent or supplied with such notices or documents for the time being.

- 60.6** A Director may agree with the Company that notices, documents or information sent to that Director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than that provided in this Article 60.

61 Joint holders

- 61.1** Except as otherwise specified in the Articles, anything which needs to be agreed or specified by the joint holders of a share shall for all purposes be taken to be agreed or specified by all the joint holders where it has been agreed or specified by the joint holder whose name stands first in the register of members in respect of the share.
- 61.2** Except as otherwise specified in the Articles, any notice, document or information which is authorised or required to be sent or supplied to joint holders of a share may be sent or supplied to the joint holder whose name stands first in the register of members in respect of the share, to the exclusion of the other joint holders.
- 61.3** The provisions of this Article 61 shall have effect in place of the provisions of Schedule 5 of the Companies Act 2006 regarding joint holders of shares.

62 Company seals

- 62.1** Any common seal may only be used by the authority of the Directors.
- 62.2** The Directors may decide by what means and in what form any common seal is to be used.
- 62.3** Unless otherwise decided by the Directors, if the Company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.
- 62.4** For the purposes of this Article 62, an authorised person is:
- 62.4.1** any Director of the Company; or
- 62.4.2** any person authorised by the Directors for the purpose of signing documents to which the common seal is applied.
- 62.5** The Company may exercise all powers conferred by the Companies Act 2006 with regard to having an official seal for use abroad and such powers shall be vested in the Directors.

63 No right to inspect accounts and other records

Except as provided by law or authorised by the Directors or an ordinary resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a shareholder.

64 Provision for employees on cessation of business

The Directors may decide to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries (other than a Director or former Director or shadow Director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company or that subsidiary.

65 Bank mandates

The Directors may by majority decision or written resolution authorise such person or persons as they think fit to act as signatories to any bank account of the Company and may amend or remove such authorisation from time to time by resolution.

66 Authentication of documents

66.1 Any Director or any person appointed by the Directors for the purpose shall have power to authenticate:

66.1.1 any document affecting the constitution of the Company;

66.1.2 any resolution passed at a general meeting or at a meeting of the Directors or any committee; and

66.1.3 any book, record, document or account relating to the business of the Company, and to certify copies or extracts as true copies or extracts.

66.2 A document purporting to be a copy of any such resolution, or an extract from the minutes of any such meeting, which is certified shall be conclusive evidence in favour of all persons dealing with the Company that such resolution has been duly passed or, as the case may be, that any minute so extracted is a true and accurate record of proceedings at a duly constituted meeting.

Directors' Liabilities

67 Indemnity

67.1 Subject to Article 67.2, a Relevant Officer may be indemnified out of the Company's assets against:

67.1.1 any liability incurred by or attaching to that Relevant Officer in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an Associated Company;

67.1.2 any liability incurred by or attaching to that Relevant Officer in connection with the activities of the Company or an Associated Company in its capacity as a trustee of an occupational pension scheme (as defined in Section 235(6) of the Companies Act 2006);

67.1.3 any other liability incurred by or attaching to that Relevant Officer as an officer of the Company or an Associated Company.

67.2 This Article 67 does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

67.3 Where a Relevant Officer is indemnified against any liability in accordance with this Article, such indemnity may extend to all costs, charges, losses, expenses and liabilities incurred by him in relation thereto.

68 Insurance

68.1 The Directors shall have the power to purchase and maintain insurance, at the expense of the Company, for the benefit of any Relevant Officer in respect of any relevant loss.

68.2 In this Article 68, a "**relevant loss**" means any loss or liability which has been or may be incurred by a Relevant Officer in connection with that Relevant Officer's duties or powers in relation to the Company, any Associated Company or any pension fund or employees' share scheme of the Company or Associated Company.

69 Defence expenditure

69.1 So far as may be permitted by the Companies Acts, the Company may:

69.1.1 provide a Relevant Officer with funds to meet expenditure incurred or to be incurred by him in:

- (i) defending any criminal or civil proceedings in connection with any negligence, default, breach of duty or breach of trust by him in relation to the Company or an Associated Company; or
- (ii) in connection with any application for relief under the provisions mentioned in Section 205(5) of the Companies Act 2006; and

69.1.2 do anything to enable any such Relevant Officer to avoid incurring such expenditure.

69.2 The terms set out in Section 205(2) of the Companies Act 2006 shall apply to any provision of funds or other things done under Article 69.1.

69.3 So far as may be permitted by the Companies Acts, the Company:

69.3.1 may provide a Relevant Officer with funds to meet expenditure incurred or to be incurred by him in defending himself in an investigation by a regulatory authority or against action proposed to be taken by a regulatory authority in connection with any alleged negligence, default, breach of duty or breach of trust by him in relation to the Company or any Associated Company; and

69.3.2 may do anything to enable any such Relevant Officer to avoid incurring such expenditure.

P&O SCOTTISH FERRIES SHIP MANAGEMENT LTD
Registered number: SC010350

(the "Company")

MINUTES of a meeting of the board of directors of the Company (the "**Directors**") held at 16 Palace Street, London, SW1E 5JQ on 10 AUGUST 2015 at 2.25 ~~a.m.~~/p.m. (the "**Meeting**").

Present:

Sarmad Mehmood Qureshi (Chairman)
Ganesh Raj Jayaraman

In attendance:

Mohammad Al Hashimy

1 QUORUM

The Chairman reported that notice of the Meeting had been given in accordance with the Company's articles of association (the "**Articles**") to all those persons entitled to receive the same and, a quorum of the Directors being present, declared the Meeting open.

2 BACKGROUND

2.1 The Chairman reminded the Meeting that the Company was incorporated before the Companies Act 2006 (the "**Act**") entered into force on 1 October 2009.

2.2 The Chairman noted that the Articles may cause a range of difficulties, such as:

- (a) accidental breaches of legal requirements because the Articles do not reflect current provisions of the Act and do not alert the Directors and members to present law;
- (b) the Company not having power to take advantage of the full range of liberalisations introduced by the Act because some of these liberalisations require facilitating provisions to be contained in the Articles; and
- (c) unnecessary administrative inconvenience for the Company.

2.3 The Chairman also noted that the Company may find practical benefits from a full update of the Articles so as to be consistent with present law.

- 2.4 The Chairman also noted that the existing provisions of the Company's memorandum of association (the "**Memorandum**") are, pursuant to the Act, treated as being part of the articles of association of the Company and should be deleted.

3 **DOCUMENTS PRODUCED TO THE MEETING**

The following documents were produced to the Meeting:

- (a) draft articles of association (the "**New Articles**"); and
- (b) draft written special resolutions to delete the Memorandum and adopt the New Articles (the "**Written Resolution**").

4 **PURPOSE OF THE MEETING**

The Chairman reported that the purpose of the Meeting was for the Directors to consider and, if thought appropriate, approve the following actions:

- (a) to approve, subject to the approval of the Company's sole eligible member, the deletion of the Memorandum
- (b) to approve and, subject to the approval of the Company's sole eligible member, adopt the New Articles in the form produced to the Meeting;
- (c) to circulate to the Company's sole eligible member, in accordance with sections 288 and 291 of the Act, the Written Resolution attaching the New Articles; and
- (d) to circulate to the Company's auditors in accordance with section 502 of the Act, the same communications as sent to the sole eligible member set out in sub-paragraph (c) above

5 **DECLARATION OF INTERESTS**

- 5.1 Each Director present confirmed that he had no direct or indirect interest in any way in the proposed transaction and other arrangements to be considered at the Meeting which he had not previously disclosed to the Company or was required by section 177 of the Companies Act 2006 and the Articles to disclose.

- 5.2 It was noted that pursuant to Article 9 of the Articles, a Director who has disclosed any relevant interest that he may have may vote and form part of the quorum in relation to any proposed transaction or arrangement.

6 **CONSIDERATION OF THE NEW ARTICLES**

- 6.1 The Directors considered the New Articles and noted that it included the following new provisions:

- (a) Article 13.2 of the New Articles allows for the Directors to convene board meetings via telephone;

- (b) Article 17 requires the Company to keep a written record of every majority decision taken by the Directors and of every Directors' written resolution for at least 10 years from the date of the decision or resolution;
- (c) Article 26 enables a Director who has recovered from a mental illness to resume his or her duties as a director of the Company; and
- (d) subject to the Act, but without prejudice to any other provision of the New Articles, Article 37 allows for the Company to purchase its own shares with cash up to any amount in a financial year not exceeding the lower of (i) £15,000 and (ii) the value of 5% of the Company's share capital.

6.2 The Chairman noted that these new provisions reflect current law and would make it easier to administer the Company's business.

7 WRITTEN RESOLUTION

After due and careful consideration of the New Articles and the Written Resolution, and, believing it to be most likely to promote the success of the Company for the benefit of its members as a whole, **IT WAS RESOLVED THAT:**

- (a) the current provisions of the Memorandum (which, pursuant to the Act, are treated as being part of the Company's articles of association) be deleted;
- (b) the New Articles be and are hereby approved in the form produced to the Meeting, subject to such minor amendments as any Director may, in his absolute discretion, deem necessary or desirable;
- (c) the Written Resolution be and is hereby approved in the form produced to the Meeting, subject to such minor amendments as any Director may, in his absolute discretion, deem necessary or desirable;
- (d) the circulation of the Written Resolution to the Company's sole eligible member, P&O Scottish Ferries Limited, in accordance with sections 288 and 291 of the Act is hereby approved; and
- (e) the circulation of the Written Resolution to the Company's auditors, KPMG, in accordance with section 502 of the Act is hereby approved.

8 ADJOURNMENT

8.1 The Meeting was adjourned so that the Written Resolution could be submitted to the Company's eligible member and auditors.

8.2 The Meeting reconvened at 2.35 ~~am~~ p.m. and the Chairman reported that the Written Resolution had been duly passed.

9 NEW ARTICLES

9.1 **IT WAS RESOLVED TO** delete the Memorandum and adopt the New Articles, and all acts already taken by the Directors, in respect of the approval and adoption of the New Articles be and are hereby ratified; and

9.2 any Director or the secretary of the Company (the "**Company Secretary**") be and are hereby authorised to do all such other acts and things and to execute and deliver all such other documents (including, but not limited to, any notes, deeds, agreements, letters, notices, certificates, acknowledgements and instructions) as he (or they) may in his (or their) absolute discretion consider necessary or desirable in connection with deletion of the Memorandum and adoption of the New Articles by the Company.

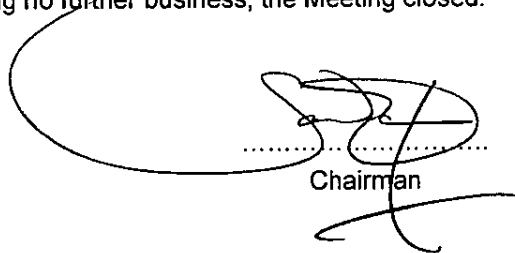
10 **FILINGS**

The Chairman instructed the Company Secretary to:

- (a) submit (or arrange to submit) to the Registrar of Companies, applicable forms, the New Articles and the Written Resolution (duly signed by the Company's sole eligible member) within 15 days of the date it is signed by the sole eligible member of the Company; and
- (b) make all necessary and appropriate entries in the books of the Company.

11 **CLOSE**

There being no further business, the Meeting closed.


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Chairman